

## MOVING TO WORK DEMONSTRATION AGREEMENT

This Agreement is entered into by and between the United States of America through the Department of Housing and Urban Development ("HUD") and the Philadelphia Housing Authority ("the Agency"). The term of this Agreement shall be retroactive to April 1, 2001, which is the beginning of the Agency's Fiscal Year and continue for seven (7) years unless otherwise specified herein.

WHEREAS, Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) (the "1996 Appropriations Act") establishes the Public Housing/Section 8 Moving to Work Demonstration Program ("MTW"); and

WHEREAS, Section 204(a) of the 1996 Appropriations Act provides that public housing agencies ("PHAs") and the Secretary of the Department of Housing and Urban Development shall have the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in Federal expenditures; give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low-income families; and

WHEREAS, HUD may permit agencies to combine funds from several HUD programs, and may exempt agencies from existing public and Indian housing and Section 8 certificate and voucher rules under Moving to Work Demonstration authority; and

WHEREAS, the Secretary has the authority to select up to thirty (30) agencies that administer the public housing and Section 8 programs to participate in the Moving to Work demonstration program; and

WHEREAS, the Secretary has determined that the Agency has satisfied the Secretary's selection criteria and has selected the Agency to participate in the Moving to Work demonstration program; and

WHEREAS, the parties have previously entered into one or more annual contributions contracts ("the ACCs") setting forth the terms and conditions under which the Agency participates in the public housing and/or Section 8 certificate and voucher programs administered by HUD; and

WHEREAS, it is the aim of this demonstration to design and test innovative methods of providing housing and delivering services to low-income families in an efficient and effective manner; and HUD and the Agency agree to fully cooperate with each other in order to make the MTW demonstration a success; and

WHEREAS, the parties desire to state the terms and conditions under which HUD will permit the Agency to participate in the Moving to Work Demonstration program as set forth in the Agency's HUD-approved Statement of Authorizations, attached hereto as Appendix "A". The Statement of Authorizations is hereby incorporated into this Agreement.

NOW, THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, the parties agree as follows:

ARTICLE I. HUD Program Requirements and Other Federal Requirements.

- A. Except as expressly provided in this Agreement, this Agreement supersedes the terms and conditions of the ACCs and the provisions of the United States Housing Act of 1937 (the "1937 Act") and HUD requirements to the extent necessary for the Agency to implement its MTW demonstration, as approved by HUD in this Agreement. All authorizations contained in this Agreement are for the length of the demonstration only, unless otherwise specified. Notwithstanding anything in this Agreement, the following provisions of the 1937 Act, as otherwise applicable, shall continue to apply to the Agency and/or assistance received pursuant to the 1937 Act:
1. The terms "low-income families" and "very low-income families" shall continue to be defined by reference to Section 3(b)(2) of the 1937 Act (42 U.S. C. 1437a(b)(2));
  2. Section 18 of the 1937 Act (42 U.S.C. 1437p, as amended by Section 1002 (d) of Public Law 104-19, Section 201 (b)(1) of Public Law 104-134, and Section 201 (b) of Public Law 104-202), governing demolition and disposition, shall continue to apply to public housing notwithstanding any use of the housing under MTW; and
  3. Section 12 of the 1937 Act (42 U.S.C. 1437j), governing wage rates, shall apply to housing assisted under MTW unless tenant based assistance is the only assistance received by participating families and the housing in which they reside receives no other assistance.
- B. To the extent described in the Statement of Authorizations, as applicable and as approved by HUD, the Agency may combine operating subsidies provided under Section 9 of the 1937 Act (42 U.S.C. 1437g), modernization funding provided under Section 14 of the 1937 Act (42 U.S.C. 1437i) and assistance provided under Section 8 of the 1937 Act for the certificate and voucher programs (42 U.S. 1437f) to fund HUD approved MTW activities.
- C. Unless otherwise provided herein, this Agreement does not apply to Section 8 assistance that is required: (a) to meet existing contractual obligations of the Agency to a third party (such as Housing Assistance Payment contracts with owners under the Agency's Section 8 certificate and voucher program); (b) for payments to other PHAs under Section 8 portability billing procedures; or (c) to meet particular purposes for which HUD has expressly committed the assistance to the Agency.
- D. The Agency agrees to comply with HUD requirements governing the MTW program. Such HUD requirements include, but are not limited to, management, financial, accounting, or other requirements designed to adequately track and monitor the Agency's use of HUD assistance. Notwithstanding other provisions of this Agreement, the Agency will be required to submit reports and financial statements as necessary in forms prescribed by HUD.

- E. The Agency agrees to cooperate fully with HUD and its contractors in the monitoring and evaluation of the MTW demonstration, to keep records and to submit reports and information to HUD as required of PHAs participating in the MTW program. Except as otherwise provided in this Agreement, the Agency shall submit an Annual Plan and Report as required by Section 5A of the 1937 Act (as amended), which shall include a separate section fully describing activities and uses of funding the Agency is undertaking through the MTW demonstration.
- F. Pursuant to the 1996 Appropriations Act, the amount of assistance that the Agency receives for public housing operating subsidies, public housing capital grants, and Section 8 assistance for certificates and vouchers will not be diminished by the Agency's participation in the MTW program.
- G. Any HUD assistance that the Agency is authorized to use in the MTW demonstration must be used in accordance with the Agency's HUD-approved Statement of Authorizations (Appendix "A"). The Agency hereby certifies that this Agreement has been approved by the Agency's governing board, and that a copy of such board approval has been provided to HUD.
- H. As required by the 1996 Appropriations Act, the Agency agrees that at least seventy-five percent (75%) of the families assisted by the Agency under the MTW demonstration program will be very low-income families. The Agency agrees to comply with the requirements of Section 16(a) (3) of the 1937 Act (as amended). The Agency agrees to continue to assist substantially the same number of eligible low-income families under MTW, and to maintain a comparable mix of families by family size, as would have been served or assisted if HUD funding sources had not been used under the MTW demonstration. The Agency agrees that housing assisted under MTW will meet housing quality standards established or approved by HUD.
- I. The Agency may adopt and implement any reasonable policies for setting rents for public housing, or rents or subsidy levels for tenant-based assistance, notwithstanding the U.S. Housing Act of 1937, provided that the Agency submits the policy to HUD annually and upon any material change to the policy and provided that:
1. The Agency's board approves of the policy, and any material changes, and approved an analysis of the impact of the policy on current households, and on households on the waiting list, including an analysis of the severity of rent burdens on such households that would have rent burdens greater than 30 percent of adjusted income;
  2. The Agency reevaluates its rent and subsidy level policies annually, including preparing a revised impact analysis;
  3. The Agency adopts a policy for addressing hardship cases;
  4. The Agency provides a reasonable transition period for rent increases for existing tenants; and,
  5. A public hearing is held regarding the policy; provided however, that in the first year of the demonstration, this may be the same public hearing that was held regarding (a) the Agency's MTW application, as long as the policy was included in the MTW application or (b) the Agency's Annual Plan, as long as the policy was included in the Agency's Annual Plan.

The rent policy, or any material changes to the rent policy will be effective upon submission to HUD of a board resolution as provided above. In the first year of the MTW demonstration, this approval may be the same board resolution as that approving the MTW Agreement.

- J. If applicable to activities under the Statement of Authorizations, the Agency agrees to provide HUD with any documentation that HUD needs to carry out its review under the National Environmental Policy Act (NEPA) and other related authorities and otherwise will assist HUD in complying with 24 CFR Part 50 environmental review procedures. The Agency further agrees (a) to carry out mitigating measures required by HUD or select an alternate eligible property, if permitted by HUD, and (b) not to acquire, rehabilitate, convert, repair or construct property, or commit HUD or local funds to program activities involving eligible property without HUD approval under 24 CFR Part 50.
- K. The Agency will comply with all applicable nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a), and will administer its programs and activities in a manner affirmatively to further fair housing. In particular, the Agency must make units accessible in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 and its implementing regulations.

## ARTICLE II. Revision and Termination of Agency MTW Program

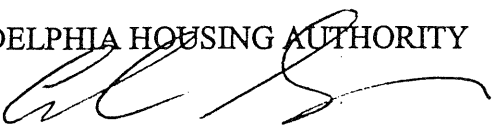
- A. With written HUD approval, this Agreement and the Statement of Authorizations may be revised by the Agency during the course of the demonstration. The Agency shall request approval of a revision by written notification to HUD (delivered to the Office of Policy, Program, and Legislative Initiatives, or its successor, in the Office of Public and Indian Housing), accompanied by an approved board resolution, or equivalent, and certification that the Agency has provided for resident and public participation in developing the revision and has presented it at a public hearing. HUD will review the proposed revision within a reasonable period of time. When proposing amendments to this Agreement, the Agency will provide notice and reasonable period within which residents may comment. The Agency will consider these comments prior to amending this Agreement.
- B. HUD will cooperate with the Agency to extend successful demonstration activities beyond the term of the MTW demonstration where feasible. To the extent that MTW activities will not continue past the term of the demonstration, the Agency shall fully cooperate with HUD in developing and implementing a transition plan for terminating the Agency's MTW demonstration program and providing for the continued administration of the public housing and Section 8 programs, as applicable.
- C. At any time HUD may terminate this Agreement, and the Agency's MTW demonstration or take any corrective or remedial action as described in Article III. C of this Agreement, for Agency default, or other good cause as determined by HUD after providing the Agency with notice, a reasonable opportunity to be heard and a reasonable opportunity to cure the default; unless HUD determines the nature of the default requires that HUD take immediate action.

### ARTICLE III. Default

- A. Definition of Default. Use of funds subject to this Agreement for a purpose other than as authorized by this Agreement; noncompliance with legislative, regulatory, or other requirements applicable to this Agreement; other material breach of this Agreement; or a material misrepresentation in the MTW Plan submission by the Agency shall be a default under this Agreement.
- B. HUD's Determination of Default. If HUD determines that the Agency is in default, HUD will give the Agency written notice of the default and of the corrective or remedial action required or ordered by HUD.
- C. Corrective or remedial actions HUD may require or order under this Agreement for Agency default include, but are not limited to the following:
  - 1. Requiring the Agency to prepare and follow a HUD approved schedule of actions and/or a management plan for properly completing the activities approved under this Agreement;
  - 2. Canceling or revising the affected activities revising the budget for activities as necessary, and substituting other eligible activities for those activities affected by the default;
  - 3. Prohibiting payment or reimbursement for any MTW demonstration activities affected by the default;
  - 4. Requiring reimbursement by the Agency to HUD for amounts used improperly;
  - 5. Terminating this Agreement;
  - 6. Changing the method of payment to the Agency;
  - 7. Suspending the Agency's authority to make draws or receive or use funds for affected activities;
  - 8. Reducing the Agency's funding in the amount affected by the default;
  - 9. Terminating the Agency's funding as to further activities under the MTW demonstration;
  - 10. Taking any other corrective or remedial action legally available; and
  - 11. Taking action, as applicable, pursuant to the Section 8 and/or public housing Annual Contributions Contract.

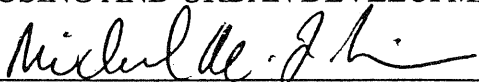
Intending to be legally bound hereby, this Moving to Work Demonstration Agreement has been executed by HUD and the Agency on the dates set forth below.

PHILADELPHIA HOUSING AUTHORITY


By   
Carl R. Greene, Executive Director

Date of Execution by Agency: February 14, 2001

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

By 

Its Assistant Secretary for PIH

Date of Execution by Agency: 2/28/02, <sup>2002</sup>~~2001~~ 

**APPENDIX A**  
**TO**  
**MOVING TO WORK DEMONSTRATION AGREEMENT**  
**BETWEEN**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**AND**  
**THE PHILADELPHIA HOUSING AUTHORITY**

**Statement of Authorizations**

**I. General Conditions**

A. This Statement of Authorizations describes the activities that the Philadelphia Housing Authority (PHA) may carry out under the Moving to Work Demonstration Agreement (MTW Agreement) between the PHA and the U.S. Department of Housing and Urban Development (HUD).

B. HUD's evaluation plan for the MTW Demonstration may be reviewed by the PHA in advance of implementation. The PHA has 30 days to review the evaluation criteria; any objections to the evaluation will be forwarded to HUD for further consideration.

C. Unless otherwise provided in this Agreement, the PHA's MTW Agreement applies to all of the PHA's public housing units and tenant-based Section 8 assistance.

**II. Compliance with Court Orders**

The Agency will ensure that operation of its Moving to Work program is consistent with any outstanding court orders.

**III. Restructure the Annual and Interim Review Process in Section 8 and Public Housing**

The PHA is authorized to restructure the annual and interim review process in Section 8 and public housing and provide for exceptions, which may include, but shall not be limited to, change in income or hardship in order to affect the number of reviews a participant receives in any calendar year. Notwithstanding the above, the PHA shall provide Multifamily Tenant Characteristics System ("MTCS") data to HUD annually.

**IV. Occupancy Policies**

Subject to prior HUD approval of an amendment to the PHA's designated housing plan, the PHA may amend the definition of elderly (as currently defined by HUD regulations) to include applicants/residents no younger than 55 years old.

**V. Family Self-Sufficiency Plans**

The PHA is authorized to operate its Family Self-Sufficiency (FSS) program exempt from HUD FSS Program requirements and without any specific requirements governing program size or participation requirements including whether to establish escrow accounts and other rent

incentives; provided, however, that if the PHA receives funding for an FSS coordinator, such funds must be used to employ a self-sufficiency coordinator. The PHA's FSS program must be available to all eligible tenants served by the PHA, including the elderly and persons with disabilities.

## **VI. Funding Issues**

### **A. Single Fund Budget with Full Flexibility**

1. Pursuant to Article I.B. of the MTW Agreement, the PHA may combine its public housing operating subsidies, public housing capital funds, and tenant-based Section 8 assistance into a single, authority-wide funding source ("MTW Funds"). The funding amount for the MTW Funds will be increased by additional allocations of tenant-based Section 8 assistance to which the PHA is entitled over the term of this Agreement. Special purpose Section 8 assistance will not be included in the MTW Funds.

2. The PHA may use this funding source to carry out the purposes of the MTW demonstration, to provide flexibility in the design and administration of housing assistance to eligible families, to reduce cost and achieve greater cost effectiveness in Federal expenditures, to give incentives to families with children where the head of household is working, seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient, and to increase housing choices for low-income families, through the following activities; any additional activities may be undertaken with HUD approval.

a. Capital or operating assistance to housing previously developed or operated pursuant to a contract between HUD and the PHA or newly acquired or developed pursuant to Section b. below.

b. The acquisition, new construction, reconstruction or moderate or substantial rehabilitation of housing (including, assisted living, or other housing of a nature or character consistent with the PHA's mission, or commercial facilities which are consistent with the objectives of the demonstration). Such activities may include but are not limited to real property acquisition, site improvement, development of utilities and utility services and energy efficiency systems, conversion, demolition, financing, administration and planning costs, relocation and other related activities and making units accessible in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973; provided, however that prior HUD approval is required for the development of any incremental public housing units. X

c. Services related to housing or employment of residents, such as housing counseling in connection with rental or home ownership assistance, energy auditing, activities related to the provision of self-sufficiency and other services related to assisting tenants, owners, contractors, and other persons or entities participating or seeking to participate in other housing or training and educational activities assisted pursuant to this section.

d. Management services, including, but not limited to the preparation of work specifications, loan processing, inspections, tenant selection, management of tenant and



project-based rental assistance and management of housing projects or other facilities or operations developed under this program.

e. Safety, security, and law enforcement measures and activities appropriate to protect residents of housing from crime.

f. Tenant-based or unit-based rental assistance, alone or in conjunction with other private or public sources of assistance.

g. The rehabilitation or preservation of units currently serving or available to people of low income or the acquisition and/or development of new units for people of low income, provided that all rehabilitation and construction is done in accordance with the requirements of Section 504 of the Rehabilitation Act and where applicable, the design and construction requirements of the Fair Housing Act.

h. The operation, development or preservation of locally developed housing programs, including municipal neighborhood preservation and blight elimination programs which are part of a comprehensive site and neighborhood strategy and are integral to the viability of the affordable housing activities authorized in this Agreement. In addition, the parties emphasize that such operation, development or preservation must be consistent with Article I. H of the Agreement.

3. The PHA's expenditures must comply with OMB Circular A-87, which provides basic guidelines for the use of federal funds, and with this Agreement. Program-specific funding regulations governing allowable expenditures are suspended to the extent they are inconsistent with the Agreement.

4. The PHA may use public housing funds to maintain a reasonable operating reserve consistent with sound public and private housing management practices.

5. The PHA may use modernization or capital funds from fiscal years prior to its fiscal year 2002 in accordance with this Agreement and subject to section 9(j) of the Act. *2-27-02*

B. Funding Methodology

During the term of the MTW demonstration HUD will provide the PHA with public housing operating subsidies, capital funds, and tenant-based Section 8 assistance, (or funding from any successor funding source, that may by law be included in this Agreement), as provided in Attachment A.

Funding Disbursements

The PHA will receive its funding in accordance with the following disbursement requirements:

1. Operating Subsidies

The operating subsidies determined in accordance with Attachment A will be disbursed in accordance with standard HUD procedures for the disbursement of public housing operating subsidies.

2. Capital Funds

a. The capital funds determined in accordance with Attachment A will be disbursed in accordance with standard HUD procedures for the disbursement of public housing Capital Funds.

b. In requisitioning these funds, the PHA will not be required to provide line item detail, but may request the funds using a single MTW line item.

c. The PHA may use these funds for any eligible MTW activity consistent with this Agreement.

3. Tenant-Based Section 8 Assistance

Tenant-Based Section 8 Assistance, determined in accordance with Attachment A, will be disbursed in accordance with standard HUD procedures for the disbursement of Section 8 tenant-based funds.

**VII. Establishment of Local Rent Subsidy Program (Section 8 Program)**

A. Local Rent Subsidy Program

The parties agree that the operation, development, and preservation of the Local Rent Subsidy Program must be consistent with Article I. H of the Agreement. All programs or activities must be integral to the viability of the affordable housing activities authorized in this Agreement. Approved Local Rent Subsidy Program activities include, but are not limited to, the following:

- Direct rental assistance at a level that insures availability of, and private investment in, quality housing throughout the city;
- Investigatory and enforcement staff to insure that both landlords and tenants are complying with the terms of the Local Rent Subsidy Program lease;
- Neighborhood revitalization activities to insure the continued availability of affordable housing in quality neighborhoods;
- Comprehensive family self sufficiency and other support services to expedite residents' economic self-sufficiency and decrease their dependence upon housing assistance; and

- Activities that facilitate home ownership for the Local Rent Subsidy participants and have a more permanent impact on the lives of its recipients.

#### B. Authorized Local Rent Subsidy Program Activities

Subject to prior HUD approval and provided that the PHA complies with all HUD requirements regarding rent reasonableness, the PHA is authorized to develop its own Local Rent Subsidy Program through exceptions to the standard Section 8 Program rules and regulations. Such exceptions must be designed to further the PHA's goal of creating a successful Local Rent Subsidy Program with stable landlords, high quality properties, and mixed-income neighborhoods. Under this Program, the PHA may be authorized to determine the following:

1. Reasonable contract rents and increases;
2. Tenant ability to exceed Brooke Amendment rents, subject to Article I.I. of the MTW Agreement;
3. Lease term, voucher expiration and re-issuance (more specifically MTW will allow for the suspension of HUD lease terms and term of assistance contracts);
4. Income qualification to participate in rental assistance program, subject to the income eligibility and targeting requirements applicable to the Moving to Work demonstration;
5. Property eligibility criteria, including types of units currently prohibited by Section 8 regulations (including, but not limited to, assisted living facilities or other housing as the PHA deems appropriate and which is consistent with its mission);
6. Waiting list procedures and tenant selection procedures, criteria and preferences;
7. The content of housing assistance payments contracts with owners;
8. The content of contract rental agreements;
9. Damage claims and/or vacancy loss policy and payments for unoccupied units;
10. The flexibility to exceed the limit on Local Rent Subsidy that is unit-based for the PHA's entire program and the flexibility to exceed the limit on Local Rent Subsidy that is unit-based in any project and the flexibility to determine criteria for expending funds for physical improvements on those units provided that each development serves a broad range of incomes.
11. Elements to be included in the PHA's LHP Administrative Plan;
12. Type of assistance to owners in screening prospective tenants;
13. Adjustments to the payment standard;
14. Standards for utility allowances;
15. Fees and costs to be included in rent;
16. Family obligations to the PHA regarding uses and occupancy of units;
17. Type and level of supportive services to be provided to tenants; and
18. Programs, services and terms available to landlords to insure availability of affordable quality units throughout the city of Philadelphia and to encourage neighborhood acceptance of the LHP.

#### C. Simplification of the Process to Unit-Base Local Rent Subsidy

During the term of the MTW Agreement, the PHA is authorized to develop an Administrative Plan for the Local Rent Subsidy Program that incorporates reasonable policies and procedures for unit-basing Local Rent Subsidy. Approved activities will include, but are not limited to:

1. The PHA is authorized to unit-base Local Rent Subsidy for units owned by the PHA, or a subsidiary, that meet HQS standards, subject to HUD's requirements regarding subsidy layering.
2. The PHA is authorized to establish a protocol for negotiating contracts for unit-basing Local Rent Subsidy for units that meet HQS standards and that are owned by non-profit, or for-profit housing entities in Philadelphia. The protocol will establish criteria for the selection and approval of housing entities with which to negotiate standard unit-based contract terms and conditions and a plan for publicizing the availability of such assistance within the for profit and nonprofit development community. The protocol will establish a reasonable competitive process for selecting unit-based units.
3. Site and Neighborhood Standards: The PHA will comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations related thereto, in determining the location of newly constructed or substantially rehabilitated unit-based Local Rent Subsidy housing. In determining the location of such housing, in lieu of the Site and Neighborhood Standards set forth in 24 C.F.R § 941.202 (b) – (d), the PHA will comply with the following requirements:
  - a. The unit-based Local Rent Subsidy units may be located throughout the City, including within the following types of urban areas: (i) an area of revitalization that has been designated as such by the City of Philadelphia; (ii) an area where public housing units were previously constructed and were demolished; (iii) a racially or economically impacted area where the PHA plans to preserve existing affordable housing; or (iv) an area designated by the City of Philadelphia as a blight elimination zone; and
  - b. A housing needs analysis indicates that there is a real need for the housing in the area; and
  - c. When developing or substantially rehabilitating six or more unit-based Local Rent Subsidy units, the PHA provides documentation to HUD which evidences that: (i) during the planning process, it has consulted with public housing residents through appropriate resident organizations and representative community groups in the vicinity of the subject property; (ii) it has advised current residents of the subject properties ("Residents") and public housing residents, by letter to resident organizations and by public meeting, of the PHA's revitalization plan; and (iii) it has submitted a signed certification to HUD that the comments from Residents, public housing residents and representative community groups have been considered in the revitalization plan.
4. As part of its criteria for the selection and approval of housing providers, the PHA may adopt selection criteria for units to be included in the unit-based Local Rent Subsidy Program and adopt a competitive process for determining whether providers meet these selection criteria based upon the following factors:
  - a. The PHA may determine the minimum expenditure requirement and the timing of rehabilitation and construction of units.
  - b. The PHA may determine the type of funds that may be used to rehabilitate or construct units.

c. The PHA may adopt its own procedures to determine whether or not units meet the PHA's requirements regarding rehabilitation and construction including what information is required to be submitted by owners to the PHA.

d. The PHA shall ensure that all unit-based Local Rent Subsidy units that are undergoing rehabilitation as well as any newly constructed units, which are constructed, as part of the unit-based Local Rent Subsidy Program shall comply with the requirements set forth in 24 CFR §§ 8.22, 8.23, and 8.32. In addition, where applicable, any newly constructed units which are part of the unit-based Local Rent Subsidy Program will also comply with the design and construction requirements of the Fair Housing Act.

5. The PHA is authorized to determine the effect of subsidy on rent to owners and the duplication of subsidy or excessive subsidy, subject to the requirements regarding subsidy layering.

6. The negotiation protocol used for the selection of unit-based Local Rent Subsidy housing providers will be an on-going performance based procurement which allows the most streamlined and efficient methods possible to solicit broad participation by the private sector in unit-based Local Rent Subsidy housing.

## **VIII. Administrative Issues**

### **A. The PHA Annual MTW Plan and Annual MTW Report**

1. During the term of the MTW demonstration, in lieu of the 5-year plan and the annual public housing agency plan required by Section 5A of the 1937 Act, as amended, the PHA will prepare and will conduct its activities in accordance with an Annual MTW Plan and Annual MTW Report. The Annual MTW Plan will serve as a comprehensive framework for the PHA's activities, including resource allocation decisions, and will be submitted to HUD for its review annually, no later than 60 days prior to the start of the PHA's fiscal year (except that in the first year of the MTW demonstration it will be submitted within a reasonable period of execution of this Agreement). The Annual MTW Plan shall be submitted to HUD with a board resolution approving the plan and certifying that a public hearing has been held regarding the plan. HUD will review the Annual MTW Plan for consistency with this MTW Agreement. The elements to be included in the Annual MTW Plan and the Annual MTW Report are described in Attachment B. The Annual MTW Plan and Annual MTW Report will be submitted to HUD in a reasonable format to be specified by HUD.

2. The PHA will prepare an Annual MTW Report, including a Consolidated Financial Report describing the sources and uses of funds under this Agreement, which will compare the PHA's performance with its Annual MTW Plan. The Annual MTW Report will provide the information necessary for HUD to assess the PHA's performance, in both regular operations and in activities authorized by the MTW Demonstration Program. Except as otherwise provided in this Agreement, the Annual MTW Report will take the place of all other conventional HUD performance measures. All HUD forms and other reporting mechanisms, including any required certifications, will, where appropriate, be included in either the Annual MTW Plan or the Annual MTW Report, and will not be submitted to HUD at other times during the year. However, HUD reserves the right to conduct independent physical inspections of the PHA property and to require submission of any other information required by law or for sound administration of the

program. The Annual MTW Report will be submitted to HUD for its review annually, no later than 60 days after the end of the PHA's fiscal year, except that the first report will be submitted within a reasonable period of the end of the fiscal year for which there is an Annual MTW Plan. The PHA shall submit with the Annual MTW Report, a board resolution approving the Report. HUD will review the Annual MTW Report for consistency with the Annual MTW Plan. The elements to be included in the Annual MTW Plan and the Annual MTW Report are described in Attachment B. The Annual MTW Plan and Annual MTW Report will be submitted to HUD in a reasonable format to be specified by HUD.

3. Additionally, the PHA is authorized to develop a Resident Service and Satisfaction Survey, and protocols for implementing such a survey, in lieu of current HUD standards, subject to HUD's approval. The survey will be based upon the PHA's MTW program and will comply, as nearly practicable, with PHAS survey requirements. The survey will be conducted annually during the term of this Agreement ("Annual Survey"). The Annual Survey will satisfy HUD's requirement for the results of the latest PHAS Resident Survey, and as required in Attachment B, Section XI 92) herein, will be included in the Annual MTW Report.

4. During the term of the MTW demonstration, to the extent provided in this Statement of Authorizations and unless otherwise specified, the PHA's Annual MTW Plan and Annual MTW Report will replace only those program-based reporting requirements which are applicable to the receipt of public housing operating subsidies, capital funds and tenant-based Section 8 funds.

5. The PHA will submit an annual audit that complies with the requirements of OMB Circular A-133 including the OMB Compliance Supplement, as determined by the auditor to be relevant to the MTW demonstration.

#### B. Suspension of Current Evaluation and Reporting Requirements

Given the unique and comprehensive nature of the activities to be carried out by PHA under this Agreement, particularly due to the authority granted to PHA to depart from standard program requirements, HUD recognizes that the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP) may not provide an accurate evaluation of PHA's performance in administering the public housing and tenant-based Section 8 programs, respectively. Therefore, as an alternate assessment protocol, HUD will assess the PHA's performance on an annual basis by comparing at the end of the PHA's fiscal year, its goals, as stated in its approved MTW Plan, to its actual performance, as stated in its MTW Report.

The PHA will continue to submit Multifamily Tenant Characteristics System (MTCS) data to HUD annually. HUD will cooperate with the PHA to correct any reporting errors resulting from MTW activities.

#### C. Simplification of the Wage Rate Monitoring Process

Subject to prior HUD approval, the PHA may create a streamlined process for reporting HUD determined wage rates for federally funded activities and for receiving contractor assurance of their use.

**D. Simplification of the Development and Redevelopment Process**

The PHA is authorized to develop and adopt reasonable policies and procedures that will allow local conditions to determine and control major development decisions as follows:

1. The PHA is authorized to establish reasonable cost limits for development and redevelopment activities that will replace HUD's Total Development Cost (TDC) limits in order to reflect local marketplace conditions for quality construction in Philadelphia.
2. The PHA is authorized to establish reasonable and modest design guidelines, unit size guidelines and unit amenity guidelines for development and redevelopment activities that will replace HUD guidelines with guidelines that reflect local marketplace conditions for quality construction and marketability in Philadelphia.
3. The PHA is authorized to establish reasonable low-income homeownership programs, such as a lease-to-own program, that are not limited by existing Nehemiah and Section 5(h) program requirements provided that any disposition of current public housing must be approved in advance by HUD. The homeownership program design will be approved in advance by HUD.
4. Site and Neighborhood Standards. In determining the location of newly constructed or substantially rehabilitated housing units or developments, the PHA is authorized to adopt the alternate Site and Neighborhood Standards set forth at Paragraph VII (C)(3) herein.

**E. Streamlined Demolition/Disposition Process**

The PHA may propose for HUD's consideration a streamlined review process for PHA's demolition and disposition applications. HUD may identify staff to serve as a single point of contact to facilitate this process. All streamlining efforts will be based upon subsequent discussions with appropriate HUD staff.

**IX. Energy Performance Contracting**

A. The PHA may, without prior HUD approval, enter into energy performance contracts with Energy Service Companies (ESCOs), also called Energy Service Agreements (ESA's), and make local determinations of the terms and conditions of energy performance contracts, including the debt service source, in order to satisfy reasonable financing requirement, provided that with respect to each contract (i) the term does not exceed 12 years, (ii) at least 50% of the energy cost savings are used to pay financing and debt service costs, and (iii) the PHA maintains adequate file documentation showing the basis for the PHA's determination that debt service payments can be funded from the reasonably anticipated energy cost savings. The PHA may also function as its own ESCo, provided that any financing complies with requirements (i) through (iii) of this paragraph. HUD will honor the terms and conditions of such contracts during and beyond the term of the MTW Agreement.

B. The PHA is authorized to pledge its reserves or other funds provided by HUD (for use during and after the term of the MTW Agreement) to guarantee the payment of debt service in

the event that projected energy savings are not adequate to cover the debt service costs for an energy conservation project undertaken during the term of the MTW Agreement.

C. To satisfy financing requirements, HUD will provide to the PHA any reasonable documentation affirming the terms of this MTW Agreement, including the PHA's authority to enter into performance contracts or function as its own ESCo and HUD's agreement to freeze the PHA's utility consumption for purposes of calculating operating subsidy eligibility, with adjustments for new units, as provided in this Agreement, during the term of this MTW Agreement and continuing for the term of any contract or financial agreement, as provided above.

## **X. Changes to Procurement Requirements**

Subject to prior HUD approval, the PHA shall be exempt from HUD regulations in 24 C. F. R. Part 85.36, as follows:

1. The PHA may utilize qualifications based procurement as described in 24 C.F.R. 85.36(d)(3)(v) for construction contracts and other procurement of services where the PHA deems said system the most suitable.
2. The PHA may utilize an alternative system of procurement subject to the following certifications by the PHA in relation to each transaction:
  - a. The contract price is reasonable for the goods, services, or property, which is the subject of the contract;
  - b. The selected contractor is qualified to perform the terms of the contract;
  - c. No individual member, officer, or employee of the PHA shall derive personal financial benefit from nor hold an interest in the contract; and
  - d. Reasonable efforts to negotiate competitive prices and quality services were made.
3. **Contracting with Subsidiaries.** The PHA may form and operate wholly controlled subsidiaries, identity of interest entities or affiliates (collectively, "Subsidiaries"). Subsidiaries may include, but are not limited to, nonprofit corporations or other affiliates of the PHA which are directed, managed, or controlled by the same persons who constitute the board of directors of the PHA, or whose board of directors has been approved by the board of directors of the PHA. The PHA may procure its Subsidiaries through a sole source procurement, provided it certifies to HUD in its MTW Annual Plan, and it maintains documentation in its files which indicate that the Subsidiary was selected because it will make available to the PHA unique and tangible resources or other benefits that would otherwise not be available to the PHA on the open market at competitive prices. The PHA may contract with its Subsidiaries for renewable terms of up to 5 years, provided that any such term does not exceed the term of this Agreement.

A Subsidiary may be exempt from the procurement requirements of 24 C.F.R. Part 84 and Part 85 upon express HUD approval of an alternate procurement plan for the Subsidiary.



The PHA may submit the alternate procurement plan for HUD approval with the MTW Annual Plan.

## **XI. Simplification of Housing Management Practices**

- A. Subject to HUD regulations, the PHA may develop and adopt reasonable policies and procedures that will simplify, streamline and enhance the delivery of management and maintenance services to the PHA owned and operated developments that will remain in effect throughout the term of this Agreement.
- B. The PHA is authorized to develop property and system inspection protocols in lieu of the current HUD standards, subject to compliance with PHAS and SEMAP requirements.
- C. The PHA is authorized to develop and adopt a new form of lease, which will be consistent with local standards; provided that no-cause evictions are not permitted and a grievance process is retained. This lease would be subject to the same community, resident and the PHA governing board review process as amendments to this MTW Agreement.
- D. The PHA is authorized to develop its own energy auditing protocols and frequencies in lieu of the HUD requirement that energy audits be performed every five years.

## **Attachment A**

### **Calculation of Subsidies**

During the term of this MTW Agreement, HUD will provide the PHA with operating subsidy, capital funds, and Section 8 assistance as described below:

#### **Definitions in this Attachment:**

Initial Year: The first fiscal year for the PHA in which the PHA begins operating under its MTW authority, which may be the same year as that in which this Agreement is executed.

Base Year: The most recently completed Agency fiscal year prior to the Initial Year.

MTW Units: Units authorized for participation in MTW activities, as provided in Section 1 of the Appendix to this Agreement.

#### **1. Operating Subsidy**

Operating subsidies will be calculated in two parts, utility subsidy and non-utility subsidy.

##### **A. Formula**

Each year, the PHA will calculate Operating Subsidy, in accordance with the following:

**Utility Subsidy.** The PHA's utility consumption is frozen for the life of the demonstration based on the three-year rolling-base in effect in the base year. Each year thereafter, the PHA multiplies this frozen consumption by utility rates that are in effect at the time of the budget submission. The agency is held harmless for any changes in utility prices (resulting in year-end adjustments for actual utility rates) but takes the risk/reward for any change in consumption. Any reduction in utility rates that result from administrative actions taken by the agency will be shared equally with HUD in accordance with regulations in effect upon execution of this Agreement.

##### **Non-utility Subsidy.**

The Agency will receive under MTW an amount equal to the non-utility subsidy eligibility in the based year assuming 97 percent occupancy. This amount is then adjusted annually based on that year's annual occupancy rate, as well as the simplified delta and the Allowable Expense Level (AEL) inflation factor. The PHA will be responsible for justifying any occupancy rate lower than 97 percent on an annual basis. Dwelling rental, non-dwelling rental, and add-ons are fixed in the base year, with the following adjustments (units approved for demolition or disposition will be removed from the inventory of units approved for subsidy once the unit is vacant):

- Occupancy percentage. In the base year and each year thereafter the PHA may request an adjustment based on the current actual occupancy rate as well as add-on for vacancies beyond the control of the PHA. If approved, these vacant units will be funded at the base year dwelling rental income, multiplied by the cumulative AEL inflation factors.

- Add-ons. Transition funding for demolished units, long-term vacant unit funding for deprogrammed units will not be fixed in the base year but will be treated as add-ons each subsequent year. Additionally, if the PHA fixes a Family Self-Sufficiency (FSS) add-on into the base year, it must continue to maintain an equivalent level of effort throughout the demonstration for FSS-type activities.
- Simplified delta. In the first year, the simplified delta (.005) is multiplied by the actual amount entered on line 2a of the HUD-52723 from the base year. The resulting figure is then carried forward to the next year and multiplied again by the simplified delta and inflation factor. This procedure is to be followed in years three through seven.

#### B. Unit Months Available (UMAs)

UMAs cannot exceed those UMAs established on the Performance Funding System (PFS) worksheet for the initial year of the demonstration. An agency may draw down additional UMAs, up to the number of units under Annual Contributions Contract (ACC), as of August 21, 1996, provided that the PHA did not receive Section 8 replacement housing for these units and provided that the agency remains accountable for serving substantially this number of households.

#### C. Subsidy Pro-ration

The PHA will be subject to the same subsidy pro-ration as non-MTW agencies. Hence, if the Congress appropriates funding for a given year that is sufficient to fund only 98 percent of total estimated operating subsidy requirements, the PHA will receive only 98 percent of its block grant operating subsidy for that year.

#### D. Demolition

For any units demolished during the demonstration period, the PHA will have three options:

- Retain the UMAs by serving the same number of eligible families and not receive transitional funding or Section 8 replacement housing;
- Apply for Section 8 replacement housing. Once received, the agency will no longer be eligible for transitional funding and will reduce its UMAs; or
- Receive transitional funding, but not Section 8 funding. The UMAs will then be reduced as the transitional funding becomes effective

#### E. Mandatory Year-end Adjustment

Mandatory year-end adjustments will be performed for actual utility rates and any change in UMAs. An agency may also request year-end adjustments for any vacancies beyond the PHA's control that were not budgeted for and if the subsidy pro-ration projection provided by HUD was later modified.

## **2. Capital Funds Program**

- A. The PHA's formula characteristics and grant amount will continue to be calculated in accordance with applicable law and regulations.
- B. For modernization funds provided in years prior to the execution of this Agreement, the PHA may submit, and HUD will approve, a request to reprogram, by grant year, any unobligated funds for eligible MTW purposes. Such requests will be made in accordance with current procedures governing amendments to the Annual Plan, except that no public consultation will be necessary prior to submission of the request.
- C. All funds programmed for MTW purposes will be recorded and drawn down from MTW-designated line items on relevant HUD forms.

## **3. Section 8 Tenant Based Assistance Units Eligible for Inclusion in Flexible Block Grant**

- A. Conversion of existing Section 8 housing vouchers to Moving To Work units will be conducted according to instructions provided by HUD. A list of Section 8 units eligible for inclusion in the block grant ("MTW units") upon execution of this Agreement will be provided by HUD, along with the instructions.
- B. The number of MTW units will not be adjusted throughout the duration of this Agreement unless:
  - 1) any units under ACC that are not available upon execution of this Agreement become available for MTW purposes upon renewal or as otherwise authorized by HUD; or
  - 2) the PHA receives incremental Section 8 units, which the PHA may choose to convert into the block grant or to operate as a separate program, as provided by law; and

## **4. Calculation of Annual (Section 8) Subsidy**

- A. Initial year of MTW Participation:

For the certificate and voucher programs, respectively, divide Total Funds Required (minus the cost of Family Self Sufficiency Coordinators) by the Number of Unit Months, as provided in year-end settlement data for the base year. Multiply this amount by the inflation factor established for the calculation of renewals (using the inflation factor, or annual adjustment factor(AAF) is published annually in the Federal Register (Table 1, the factor with the highest utility cost included)) to arrive at an inflation-adjusted, MTW program per unit cost (MTWPUC) for the initial year (to be adjusted for funds already paid).

Multiply the MTWPUC by the total number of MTW units and the number of months [MTWPUC X MTW Units x 12] to arrive at a total MTW subsidy amount to be disbursed that year.

B. Second and Subsequent Years of MTW Participation:

Multiply the total MTW subsidy established in the previous year (excluding reserves) by the annual inflation factor established for the calculation of renewal of Section 8 contracts to arrive at the current year's inflation-adjusted Section 8 MTW subsidy.

C. Reserve

1. An amount equal to one month's program costs ( $\text{MTWMPUC} \times \text{MTW UNITS}$ ) will be made available from the existing PHA reserves for use as project reserves for MTW eligible units.
2. There will be no year-end settle-up of annual funds provided for MTW Units. All funds provided through this calculation will remain available for authorized purposes.

**Instructions for Completing HUD-Form 52723**  
**Calculation of PFS Operating Subsidy**

**A. Base year**

Recompute the HUD-52723 using 97 percent occupancy (line 17) only if the agency used an occupancy percent that was less than 97 percent.

**B. Initial year**

Complete the HUD-52723, but with the following adjustments.

- Line 1, Previous AEL. For this figure, enter the product of the following equation, taken from the base year.
- Line 30, Deficit before year-end adjustments.
- Less: Line 10, Costs attributable to deprogrammed units
- Less: Line 28a, Transition funding for demolished units.
- Less: Line 28e, Long-term vacant units
- Equals: Deficit before year-end adjustments, excluding funding for deprogrammed, transitional, and long-term vacant units.
- Divided by: UMAs
- Equals: Total subsidy, PUM
- Less: AUEL (line 8)
- Equals: Non-utility subsidy, PUM

**Note:** The above calculation determines the amount of non-utility subsidy in the base year, prior to year-end adjustments, subsidy pro-ration, and funding for deprogrammed units, transitional funding, and long-term vacant units.

- Line 2a. Take line 2a from base year and multiply by 1.005
- Line 2b through Line 4. Leave blank
- Line 5. Total of line 1 and line 2.
- Line 6. Enter AEL inflation factor.
- Line 7. Revised non-utility PUM (line 5 times line 6)
- Line 7a-b. Leave blank.
- Line 8. Multiply utility consumption from base year times current prices and then divide by UMA.
- Line 9. Leave blank.
- Line 11. Total subsidy eligibility. Line 7 plus line 8. This is the subsidy eligibility before pro-ration and add-ons.
- Part B. Leave blank.

- Part C. Leave blank.
- Line 24. Line 11 times UMAs.
- Line 25 through 28a. Leave blank
- Lines 28b-f. Enter adjustments as necessary.
- Line 28g. Enter adjustment for below-97 percent occupancy (if necessary).
- Line 29. Enter totals of lines 28b through 28g.
- Line 30. Line 24 plus line 29.
- Line 31-39. Leave blank.
- Line 40. Enter subsidy pro-ration.
- Line 41. Line 30 less line 40. This represents the agency's subsidy amount for the subject fiscal year.

### **C. Years Two through Five**

Complete the HUD-52723, with the following adjustments.

- Line 1. Enter line 7 from previous year.
- Line 2. Multiply line 2 from previous year by 1.005
- All other lines. Complete as per instructions for Initial Year.



## MTW ANNUAL PLAN AND REPORT ELEMENTS

ANNUAL PLAN	ANNUAL REPORT
<p><b>I. HOUSEHOLDS SERVED</b></p> <p>A. Number and characteristics of households served at beginning of period, by:</p> <ul style="list-style-type: none"> <li>- unit size</li> <li>- family type (family vs. elderly or disabled)</li> <li>- income group (&lt;30: 30-50; 50-80;&gt;80)</li> <li>- housing type (LRPH; leased, other)</li> <li>- race &amp; ethnicity</li> </ul> <p>B. Identify number and characteristics of households on waiting lists (all housing types). Discuss waiting list issues and proposed actions</p> <p>C. Number projected to be served at end of period</p> <p>D. Narrative discussion/explanation of change</p>	<p><b>I. HOUSEHOLDS SERVED</b></p> <p>A. Number served: plan vs actual by</p> <ul style="list-style-type: none"> <li>- unit size</li> <li>- family type</li> <li>- income group</li> <li>- program/housing type</li> <li>- race &amp; ethnicity</li> </ul> <p>B. Changes in tenant characteristics</p> <p>C. Changes in waiting list numbers and characteristics</p> <p>D. Narrative discussion/ explanation of difference</p>
<p><b>II. OCCUPANCY POLICIES</b></p> <p>A. Statement of policies governing eligibility, selection, admissions, assignment, and occupancy of families, including the admissions policy under section 16(a)(3)(B) for deconcentration of lower-income families</p> <p>B. Statement of Rent Policy</p>	<p><b>II. OCCUPANCY POLICIES</b></p> <p>A. Changes in concentration of lower-income families, by program</p> <p>B. Changes in Rent Policy, if any</p> <p>C. Narrative discussion/explanation of change</p>
<p><b>III. CHANGES IN THE HOUSING STOCK</b></p> <p>A. Number of units in inventory at beginning of period by program (LRPH, leased, other)</p>	<p><b>III. CHANGES IN THE HOUSING STOCK</b></p> <p>A. Number of units in inventory by program: planned vs actual</p>

B. Projected number at end of period by program	B. Narrative discussion/explanation of difference
<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>  A. Identify/discuss all sources and amounts of funding included in consolidated budget statement  B. Identify/discuss sources, amounts, and planned uses of special purpose funds outside the consolidated budget (e.g., DEG)  C. Consolidated Budget Statement	<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>  A. Planned vs actual funding amounts  B. Narrative discussion/explanation of difference  C. Consolidated Financial Statement
<b>V. USES OF FUNDS</b>  A. Previous year expenditures by line item  B. Planned expenditures by line item  C. Description of proposed activities/investments by line item/explanation of change from previously approved plan  D. Reserve balance at beginning of year. Discuss adequacy of reserves	<b>V. USES OF FUNDS</b>  A. Budgeted vs actual expenditures by line item  B. Narrative/explanation of difference  C. Reserve balance at end of year. Discuss adequacy of reserves
<b>VI. CAPITAL PLANNING</b>  A. Describe major capital needs and projects, estimated costs, and proposed timetables  B. Identify planned expenditures C. Demolition and Disposition Requests, if planned  D. Homeownership activities, if any	<b>VI. CAPITAL PLANNING</b>  A. Planned vs actual expenditures by property  B. Narrative discussion/explanation of difference
<b>VII. MANAGEMENT INFORMATION FOR OWNED/MANAGED UNITS</b>	

<b>A. VACANCY RATES</b>  1. Vacancy rates by property beginning of period  2. Narrative: issues and proposed actions  3. Target rates by property at end of period	<b>A. VACANCY RATES</b>  1. Target vs actual vacancies by property  2. Narrative/explanation of difference
<b>B. RENT COLLECTIONS</b>  1. Rents Uncollected (%) beginning of period  2. Narrative: issues and proposed actions  3. Target % at end of period	<b>B. RENT COLLECTIONS</b>  1. Target vs actual collections  2. Narrative/explanation of difference
<b>C. WORK ORDERS</b>  1. Response rates beginning of period <ul style="list-style-type: none"> <li>• % emergency within 24 hrs</li> <li>• % regular within 30 days</li> </ul> 2. Narrative: issues and proposed actions  3. Target rates at end of period	<b>C. WORK ORDERS</b>  1. Target vs. actual response rates  2. Narrative/explanation of difference
<b>D. INSPECTIONS</b>  1. Description of inspection strategy  2. Planned inspections (% this FY)	<b>D. INSPECTIONS</b>  1. Planned vs actual inspections completed  2. Narrative/discussion of difference  3. Results of independent PHAS inspections
<b>E. SECURITY</b>  1. Narrative: security issues and proposed actions	<b>E. SECURITY</b>  1. Narrative: planned vs actual actions/ explanation of difference
<b>VIII. MANAGEMENT INFORMATION FOR LEASED HOUSING</b>	

<p><b>A. LEASING INFORMATION</b></p> <ol style="list-style-type: none"> <li>1. Units under lease (%) beginning of period</li> <li>2. Target lease up rate at end of period</li> <li>3. Plans regarding: <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul> </li> <li>3. Issues and proposed actions</li> </ol>	<p><b>A. LEASING INFORMATION</b></p> <ol style="list-style-type: none"> <li>1. Target vs actual lease ups at end of period</li> <li>2. Information and Certification of Data on Leased Housing Management, including: <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul> </li> <li>3. Narrative/explanation of differences</li> </ol>
<p><b>B. INSPECTION STRATEGY</b></p> <ol style="list-style-type: none"> <li>1. Description of inspection strategy, including: <ol style="list-style-type: none"> <li>a) Planned inspections completed (% this FY) by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ol> </li> </ol>	<p><b>B. INSPECTION STRATEGY</b></p> <ol style="list-style-type: none"> <li>1. Results of strategy, including: <ol style="list-style-type: none"> <li>a) Planned vs actual inspections completed by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ol> </li> <li>2. Narrative/discussion of difference</li> </ol>
<p><b>IX. RESIDENT PROGRAMS</b></p> <ol style="list-style-type: none"> <li>1. Description of activities</li> <li>2. Issues and proposed actions</li> </ol>	<p><b>IX. RESIDENT PROGRAMS</b></p> <ol style="list-style-type: none"> <li>1. Narrative: planned vs actual actions/ explanation of difference</li> <li>2. Results of latest PHAS Resident Survey, or equivalent as determined by HUD.</li> </ol>
<p><b>X. OTHER INFORMATION REQUIRED BY HUD</b></p>	
<p><b>A. Board Resolution</b></p> <ul style="list-style-type: none"> <li>• Adopting Plan</li> <li>• Certifying that Public Hearing Requirements were met</li> </ul> <p><b>B. Required Certifications and other submissions</b></p>	<p><b>A. Results of latest completed 133 Audit, (including program-specific OMB compliance supplement items, as applicable to the HA's Agreement)</b></p> <p><b>B. Required Certifications and other submissions</b></p>

from which the Agency is not exempted by the MTW Agreement C. Submissions required for the receipt of funds	from which the Agency is not exempted by the MTW Agreement C. Submissions required for the receipt of funds
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